

## General terms and conditions

### (Notice of claim)

A Purchaser needs to notify Our Company in writing within 30 days from the initial discovery of the breach in case the Purchaser finds that the applicable products appear to be in breach of this Limited Warranty. Upon such the notice, the Purchaser shall be required to prove the date of transfer of the title and ownership (hereinafter referred to as "Delivery Date") of the applicable products in accordance with the terms and conditions between the Purchaser and Our Company. If the applicable product is already in use, the Purchaser must explain to Our Company in detail with regard to when and how the applicable product is in use (including secondary processing and construction). Our Company makes a final decision on whether or not the applicable product is in breach of this warranty.

IF THE PURCHASER FAILS TO GIVE THE NOTICE WITHIN THE ABOVE PERIOD, THE PURCHASER IS DEEMED TO WAIVE THE RIGHT TO BE COMPENSATED UNDER THE LIMITED WARRANTY BY OUR COMPANY. IN ADDITION, THE RIGHT OF THE PURCHASER TO BE COMPENSATED SHALL BE TREATED TO BE VANISHED AND EXPIRED CONCERNING TO THE APPLICABLE PRODUCT IF THE PERIOD OF LIMITED WARRANTY HAS ELAPSED DUE TO PURCHASER'S FAILURE TO FIND ANY FACT WHICH SHOWS THE BREACH OF THE WARRANTY.

### (Method of compensation)

THE METHOD OF COMPENSATION PROVIDED BY OUR COMPANY IS LIMITED TO REPLACEMENT OF APPLICABLE PRODUCT AND DISCOUNTING THE PRICE OF APPLICABLE PRODUCT ONLY, AND OUR COMPANY SHALL NOT PROVIDE ANY OTHER METHOD OF COMPENSATION. THE LIABILITY FOR ANY CLAIMS RELATING TO OUR COMPANY'S APPLICABLE PRODUCTS DOES NOT EXCEED THE AMOUNT PAID TO OUR COMPANY BY THE PURCHASER. THE METHOD AND AMOUNT OF COMPENSATION SHALL BE DETERMINED BY OUR COMPANY AT ITS SOLE DISCRETION IN CONSIDERATION OF THE CONDITION AND PERIOD OF USE OF THE APPLICABLE PRODUCT. IN PRINCIPLE, THE AMOUNT OF COMPENSATION SHALL GRADUALLY DECREASE FROM THE DELIVERY DATE OF THE APPLICABLE PRODUCT, AND THE UPPER LIMIT OF THE COMPENSATION SHALL BE THE UPPER LIMIT RATE (%) BASED ON THE FOLLOWING FORMULA.

Upper limit rate (%) =

$$[(\text{Period of Limited Warranty (years)} - \text{the number of years since the Delivery Date (years)}) \div (\text{Period of Limited Warranty (years)})] \times 100$$

(Example of calculation) In case of period of Limited Warranty is 5 years

Years since the Delivery Date	Upper limit rate of compensation
1 <sup>st</sup> year	100%
2 <sup>nd</sup> year	80%
3 <sup>rd</sup> year	60%
4 <sup>th</sup> year	40%
5 <sup>th</sup> year	20%

\*The Purchaser shall bear the shipping cost of the replaced product and taxes in the country of port of destination.

(Terms of Use)

Purchasers shall endeavor to ensure that the applicable products are properly stored and used with care under appropriate conditions of use. OUR COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES UNDER THIS LIMITED WARRANTY ARISING FROM THE EVENTS BELOW. Our Company make a final judgment as to whether or not the applicable product concerned has been stored and used properly under appropriate conditions of use.

- Applicable products that are in contact with sulfur-containing substances, hazardous chemicals, fire, or sharp objects.
- Applicable products exposed to force majeure which include, but not limited to, act of God, fire, hurricane, tornado, hail, flying objects due to the wind, lightning, earthquake, volcanic activity, radiation, insects or animals.
- Applicable products exposed to high temperatures or excessive load.
- Applicable products affected to force majeure, such as terrorism or war.
- Applicable product exposed to excessive load by machine or person.
- Applicable products exposed to improper handling or failure by any person or entity other than Our Company.

(Limitation of liability)

OUR COMPANY'S LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE APPLICABLE PRODUCT ONLY. OUR COMPANY IS RESPONSIBLE SOLELY TO THE PURCHASER, AND DOES NOT OWE ANY RESPONSIBILITY TO THE PURCHASER'S CUSTOMER NOR ANY OTHER THIRD PARTY.

OUR COMPANY SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN THE PRODUCT WHICH IS NOT APPLICABLE TO THIS LIMITED WARRANTY EVEN UNDER THE RESPONSIBILITY WHICH OUR COMPANY OWES TO THE PURCHASER PROVIDED BY THIS LIMITED WARRANTY.

(Other general provisions)

This Limited Warranty shall become effective from the date on which Purchaser accepts this warranty and shall be terminated upon the notice prior to at least 60 days by Our Company to the Purchaser. THIS LIMITED WARRANTY DOES NOT APPLY TO APPLICABLE PRODUCTS DELIVERED TO THE PURCHASER PRIOR TO THE EFFECTIVE DATE OF THIS LIMITED WARRANTY OR AFTER THE EXPIRATION OR TERMINATION OF THIS WARRANTY.

This Limited Warranty shall be governed by and construed in accordance with the laws of Japan.

This Limited Warranty is made in English, and English language shall have priority for interpretation, in case translations of any other languages are created.

All disputes arising out of or in connection with this Limited Warranty shall be finally settled by arbitration in accordance with the Commercial Arbitration Rules of the Japan Commercial Arbitration Association. The place of arbitration shall be Osaka, Japan.